

EXHIBIT G

DEPOSITION OF PETER QUINLAN SCOTT

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA

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4 CRUMP INSURANCE SERVICES, INC.,

COPY

5 Plaintiff,

6 vs.

7 No. C-07-4636 MMC

8 MICHAEL P. McGRATH, an individual,
9 ALL RISKS, LTD., a corporation,
and Does 1 through 50, inclusive,

10 Defendants.

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14 Deposition of

15 PETER QUINLAN SCOTT

16 Friday, April 4, 2008

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24 REPORTED BY: JEANNETTE SAMOULIDES, CSR NO. 5254

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02:38:56.6 1 Crump at the time?

02:38:58.4 2 MR. PITHA: Objection as to "signed deal."

02:39:01.6 3 MS. RUTTER: Q: Even though the

02:39:03.0 4 placement hadn't been finalized?

02:39:05.0 5 A: It was being finalized at Crump.

02:39:07.1 6 Q: Okay. Is there any other business that

02:39:12.6 7 you believe Mr. McGrath took from Crump to All Risks?

02:39:19.3 8 A: Yes.

02:39:19.9 9 Q: And what business is that?

02:39:22.1 10 A: Multitude of accounts.

02:39:25.1 11 Q: Okay. Which accounts?

02:39:27.6 12 A: I don't know offhand. I'm sure our

02:39:32.0 13 attorney can provide you with a list.

02:39:34.3 14 Q: Well, here's the problem --

02:39:35.6 15 MR. PITHA: Let me -- go ahead.

02:39:38.5 16 MS. RUTTER: Q: -- Mr. Scott, I need to

02:39:42.9 17 get the information from a Crump representative, and

02:39:46.3 18 so this is my opportunity in your deposition to --

02:39:49.6 19 you're the highest level Crump employee in

02:39:53.4 20 San Francisco; is that right?

02:39:55.0 21 A: Yes.

02:39:55.4 22 Q: All right. So here's my opportunity now

02:39:57.7 23 to get the information in terms of what you believe

02:40:01.8 24 is the business that Mr. McGrath took from Crump.

02:40:06.9 25 A: We'll provide you with a list.

163

03:14:44.9 1 4.

03:14:46.4 2 A: That's not a Broker of Record letter.

03:14:51.8 3 Q: No, I understand.

03:14:52.5 4 But you're saying that there were letters

03:14:55.7 5 that were specifically sent by Mr. McGrath requesting

03:14:58.7 6 that a change of broker be made?

03:15:02.3 7 A: Yes.

03:15:03.7 8 Q: Okay. And on which accounts?

03:15:07.2 9 A: We can provide you with a list.

03:15:10.4 10 Q: Okay. And so when -- what will happen,

03:15:14.3 11 then, is I'm not going to be able to finish your

03:15:15.9 12 deposition today until I get this information, and

03:15:18.8 13 then what we'll do is we'll resume your deposition

03:15:21.4 14 after I have an opportunity to look at that --

03:15:23.6 15 A: Okay.

03:15:24.0 16 Q: -- information.

03:15:25.0 17 MR. PITHA: Let me just say, just so that

03:15:27.9 18 we're clear, if this was noticed as a PMK deposition,

03:15:32.7 19 I think we probably would have a different approach

03:15:35.7 20 to it, but I think we can probably work together to

03:15:39.7 21 short-circuit that issue and provide this list in a

03:15:42.8 22 way that it doesn't have -- to the extent it has work

03:15:45.4 23 product in it, that we either waive that privilege

03:15:47.9 24 and proceed on with the case.

03:15:50.6 25 That's a long way of me trying to explain

164

03:15:53.0 1 why we, for example, didn't bring that list today,

03:15:55.5 2 because I don't know what questions you intended for

03:15:57.7 3 Mr. Scott, et cetera, et cetera.

03:16:00.3 4 MS. RUTTER: All right, fair enough.

03:16:04.6 5 Q: In terms of conversations that you had

03:16:10.3 6 with these other retail brokers that you can't

03:16:12.8 7 recall, did they inform you as to why they were

03:16:16.9 8 changing to go with Mr. McGrath at All Risks?

03:16:21.6 9 A: In some cases Mike had filed the Broker of

03:16:28.0 10 Record letter. It was already filed, and we called

03:16:32.5 11 the retailer, and they indicated, "We're going to use

03:16:36.1 12 Mike at All Risks."

03:16:37.5 13 Q: Okay. And is it your belief that on every

03:16:42.2 14 change of Broker of Record letter that Mr. McGrath

03:16:45.4 15 may have filed, that you contacted the retail broker?

03:16:49.9 16 A: Me personally?

03:16:51.3 17 Q: Either you or someone in Crump.

03:16:53.1 18 A: I would say so, yes.

03:16:54.9 19 Q: And in any of those contacts, were you

03:16:58.0 20 able to convince the retail broker to stay with

03:17:02.1 21 Crump?

03:17:02.6 22 A: I'm not sure offhand.

03:17:04.7 23 Q: Do you know of any contact that was made

03:17:09.6 24 with Marsh to request that they not change any --

03:17:15.6 25 anything from Crump to All Risks?

DEPOSITION OF PETER QUINLAN SCOTT

1 I, the undersigned, a Certified Shorthand
2 Reporter in the State of California, hereby certify
3 that the witness (if applicable) in the foregoing
4 deposition was by me duly sworn to testify to the
5 truth, the whole truth, and nothing but the truth in
6 the within-entitled cause; that said proceeding was
7 taken at the time and place therein stated; that the
8 testimony of said witness was reported by me, a
9 disinterested person, and was thereafter transcribed
10 under my direction into typewriting; that the
11 foregoing is a full, complete, and true record of the
12 said testimony; and that the witness (if applicable)
13 was informed of his/her opportunity to read and, if
14 necessary, correct said deposition and to subscribe
15 the same.

16 I further certify that I am not of counsel
17 or attorney for either or any of the parties in the
18 foregoing proceedings and caption named, or in any
19 way interested in the outcome of the cause named in
20 said caption.

21

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Date: April 16, 2008

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24



25 JEANNETTE SAMOULIDES, CSR #5254

EXHIBIT H

1 DONNA M. RUTTER (SBN 145704)
 2 KRISTEN L. WILLIAMS (SBN 232644)
 2 CURIALE DELLAVERSON HIRSCHFELD
 & KRAEMER, LLP
 3 727 Sansome Street
 San Francisco, CA 94111
 4 Telephone: (415) 835-9000
 Facsimile: (415) 834-0443

5
 6 Attorneys for Defendants
 MICHAEL P. MCGRATH and ALL RISKS, LTD.

7
 8 IN THE UNITED STATES DISTRICT COURT

9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10
 11 CRUMP INSURANCE SERVICES, INC.,

Case No. C-07-4636 MMC

12 Plaintiff,

13 vs.

14 MICHAEL P. MCGRATH, an individual,
 15 ALL RISKS, LTD., a corporation, and
 Does 1 through 50, inclusive,

DEFENDANT ALL RISKS, LTD'S
 REQUEST FOR PRODUCTION OF
 DOCUMENTS TO PLAINTIFF CRUMP
 INSURANCE'S [F.R.C.P. 34]

16 Defendants.

17
 18 **PROPOUNDING PARTY:** Defendant, ALL RISKS, LTD.

19 **RESPONDING PARTY:** Plaintiff, CRUMP INSURANCE SERVICES

20 **SET NUMBER:** THREE (3)

21
 22 Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Defendant hereby makes the
 23 request contained herein below and requires a written response within thirty (30) days after
 24 service of this Request for Production of Documents. These requests shall be continuing to the
 25 time of trial, in that any documents not originally produced should be produced if additional or
 26 different information becomes known to Plaintiff.

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INSTRUCTIONS AND DEFINITIONS

a. Pursuant to Fed. R. Civ. P. 34(a), you are required to produce all requested DOCUMENTS that are within your possession, custody or control.

b. Please produce only one copy of each document requested. However, if you are in possession, custody or control or any non-identical copies of any document (e.g., if a document contains revisions, handwritten notes, or highlighted information), please produce the document and all non-identical copies of said document.

c. The term "DOCUMENTS" includes writings, drawings, graphs, charts, photographs, recordings, computer records, and other data compilations from which information can be obtained or translated, if necessary, into a reasonably usable form, including but not limited to the following: letters; reports; e-mails; agreements; intra-company communications; correspondence; telegrams; memoranda; summaries or records of conversations; diaries; forecasts; audio and/or video recordings; models; statistical statements; minutes or records of meetings or conferences; expressions or statements of policy; lists of persons attending meetings or conferences; reports and/or summaries of negotiations; brochures; pamphlets; advertisements; circulars; trade letters; press releases; invoices; receipts; contracts; notes; calendars; date books; messages; letters of credit; financial statements; promissory notes; security agreements; deeds of trust; instruments reporting to grant or evidence of any security, interest of lien; loan agreements; pass books; credit and debit memoranda; and/or canceled checks and drafts.

d. "COMPLAINT" refers to the Complaint for Damages filed by Crump Insurance Services, Inc. against Michael P. McGrath and All Risks, Ltd. on August 31, 2007, originally in the San Francisco Superior Court.

e. "ALL RISKS" refers to Defendant All Risks, Ltd.

f. "DEFENDANTS" refers to Defendants MCGRATH and All Risks, Ltd.

g. "CRUMP" refers to Plaintiff Crump Insurance Services, Inc.

h. "PLAINTIFF," "YOU" or "YOUR" refers to Plaintiff Crump Insurance Services, Inc.

1 i. REFER" or "RELATE" or any variants thereof means mentioning, discussing,
 2 describing, referring to, supporting, reflecting, memorializing, consisting of or involving a
 3 transaction or course of dealing with or about the allegation, event, incident or person so
 4 described.

5 j. If you withhold information otherwise discoverable under the Federal Rules of
 6 Civil Procedure on the basis that the information is privileged or subject to protection as trial
 7 preparation material, you must state the basis of your refusal expressly and must describe the
 8 nature of the information or things not produced or disclosed in a manner that will enable
 9 Plaintiff's counsel to assess the applicability of the privilege or protection, without revealing the
 10 information which its itself privileged or protected.

11 k. Please produce the documents requested below for inspection and copying at the
 12 law offices of Curiale Dellaverson Hirschfeld & Kraemer, LLP, 727 Sansome Street, San
 13 Francisco, CA 94111, with such inspection continuing until completed.

14

15 **REQUEST FOR PRODUCTION OF DOCUMENTS**

16 **REQUEST FOR PRODUCTION NO. 38:**

17 All DOCUMENTS that REFER or RELATE to accounts which were negotiated in any
 18 part while Peter Scott was at Tri-City but were bound (i.e. finalized) after Peter Scott moved from
 19 Tri-City to CRUMP (this includes, but is not limited to, all DOCUMENTS related to insured Gas
 20 Equipment Company and/or broker Sedgwick Dallas).

21 **REQUEST FOR PRODUCTION NO. 39:**

22 All change of broker letters which REFER or RELATE to accounts previously handled
 23 by Cheryl Smith which changed to her new employer.

24 **REQUEST FOR PRODUCTION NO. 40:**

25 All change of Broker letters during the last five years naming CRUMP in place of ALL
 26 RISKS.

27 ///

1 Dated: May 9, 2008

2
3 CURIALE DELLAVERSON HIRSCHFELD
4 & KRAEMER, LLP
5
67 By: Kristen L. Williams
89
10 Donna M. Rutter
11 Kristen L. Williams
12 Attorneys for Defendants
13 MICHAEL P. MCGRATH and ALL RISKS,
14 LTD.
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1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

3 I am a resident of the United States and a resident of the State of California, over the age
 4 of eighteen years, and not a party to the within action. My business address is 727 Sansome
 Street, San Francisco, California 94111. On May 9, 2008, I served the following document(s)
 by the method indicated below:

5 **DEFENDANT ALL RISKS, LTD'S REQUEST FOR PRODUCTION**
 6 **OF DOCUMENTS, SET THREE TO PLAINTIFF CRUMP**
 7 **INSURANCE SERVICES, INC. [F.R.C.P. 34]**

8 by transmitting **via facsimile** on this date from fax number (415) 834-0443 the
 9 document(s) listed above to the fax number(s) set forth below. The transmission
 was completed before 5:00 p.m. and was reported complete and without error.
 Service by fax was made by agreement of the parties, confirmed in writing. The
 transmitting fax machine complies with Cal. R.Ct 2003(3).

10 by placing the document(s) listed above in a sealed envelope(s) with postage
 11 thereon fully prepaid, in the **United States mail** at San Francisco, California
 12 addressed as set forth below. I am readily familiar with the firm's practice of
 13 collection and processing correspondence for mailing. Under that practice it would
 14 be deposited in the U.S. Postal Service on that same day with postage thereon fully
 15 prepaid in the ordinary course of business. I am aware that on motion of the party
 16 served, service is presumed invalid if postal cancellation date or postage meter date
 17 is more than one day after date of deposit for mailing in affidavit.

18 by sending the documents electronically through email to the address listed below.

19 **(FEDERAL)** I declare under penalty of perjury that the foregoing is true and
 20 correct, and that I am employed at the office of a member of the bar of this Court at
 21 whose direction the service was made.

22 Douglas W. Stern
 23 Fulbright & Jaworski, L.L.P.
 24 555 South Flower Street, 41st Floor
 25 Los Angeles, CA 90071
 26 Tel: (213) 892-9200
 27 Fax: (213) 892-9494

28 I declare under penalty of perjury under the laws of the United States that the foregoing is
 true and correct, and that I am employed by an officer of a member of the bar of this Court at
 whose direction the service was made. Executed on May 9, 2008 at San Francisco, California.


 25 Angelique Pierre
 26

EXHIBIT I

1 Mark S. Askanas (SBN 122745)
 2 Dylan B. Carp (SBN 196846)
 3 Tara L. Riedley (SBN 236508)
 JACKSON LEWIS LLP
 4 199 Fremont Street, 10th Floor
 San Francisco, California 94105
 Telephone: (415) 394-9400
 Facsimile: (415) 394-9401
 5 *askanas@jacksonlewis.com*

JUN 10 2008

6 Attorneys for Plaintiff
 7 CRUMP INSURANCE SERVICES, INC.

8
 9 UNITED STATES DISTRICT COURT
 10
 11 NORTHERN DISTRICT OF CALIFORNIA

12 CRUMP INSURANCE SERVICES, INC.,

Case No. C-07-4636 MMC

13 v.
 14 MICHAEL P. MCGRATH, an individual, ALL
 15 RISKS, LTD., a corporation, and Does 1
 through 50, inclusive,

**PLAINTIFF CRUMP INSURANCE
 SERVICES, INC.'S RESPONSE TO
 DEFENDANT ALL RISKS, LTD.'S
 REQUEST FOR PRODUCTION OF
 DOCUMENTS, SET THREE**

16 Defendants.

17
 18 PROPOUNDING PARTY: ALL RISKS, LTD.

19 RESPONDING PARTY: CRUMP INSURANCE SERVICES, INC.

20 SET NO.: THREE

21 Comes now Plaintiff CRUMP INSURANCE SERVICES, INC. (hereafter "Responding
 22 Party," "Plaintiff" or "Crump") to respond to Defendant ALL RISKS, LTD. (hereafter
 23 "Propounding Party," "Defendant" or "All Risks") Request for Production of Documents, Set
 24 Three, as follows:

25 **GENERAL OBJECTIONS**

26 Responding Party objects to this document request on the following grounds:

27 1. Responding Party has not completed its investigation of the facts of this case and
 28 has not completed discovery in this action. Therefore, all responses contained herein are based

1 only upon such information and documents as are presently available to, and specifically known
2 to, Responding Party and relate only to those documents and information which are presently in
3 Responding Party's possession and control. Responding Party specifically anticipates further
4 discovery, independent investigation and research which will supply additional facts and
5 documents, some of which may be responsive to this document request. The following responses
6 are given without prejudice to Responding Party's right to introduce subsequently discovered
7 evidence at the trial of this action and objects to this document request to the extent that it -
8 purports to demand otherwise.

9 2. Responding Party objects to this document request to the extent that it may be
10 construed to call for information or documents protected by the attorney-client privilege, the work
11 product doctrine, or any other applicable privilege or right of privacy. In particular, and without
12 limitation, Responding Party will not furnish any documents or information constituting or
13 reflecting the mental impressions, conclusions, opinions, legal theories, or other work product of
14 counsel; constituting, containing, or concerning communications between or among counsel,
15 Responding Party and its consultants; or prepared in anticipation of or for use in this litigation.

16 3. Responding Party objects to this document request to the extent that the request is
17 burdensome, oppressive, onerous, argumentative, vague, ambiguous, overly broad, or constitutes
18 an abuse of the discovery process.

19 4. Responding Party objects to this document request to the extent that the request is
20 compound, complex, and/or unintelligible.

21 5. Responding Party objects to this document request to the extent that the request is
22 unduly burdensome in light of the cost to investigate and respond to the propounded request.

23 6. Responding Party objects to this document request to the extent that the request
24 calls for a legal conclusion.

25 7. Responding Party objects to this document request to the extent that the request
26 seeks information which is within the possession or control of Propounding Party or its agents or
27 employees, or which is equally or more accessible to Propounding Party than to Responding
28 Party.

1 8. Responding Party objects to this document request to the extent that the request
 2 may necessitate the preparation or the making of a compilation, abstract, audit, or summary of or
 3 from documents which Responding Party has produced to Propounding Party and, as such, need
 4 not be answered. Responding Party also objects to this document request to the extent that it
 5 requires Responding Party to prepare summaries or compilations of information already made
 6 available through production of documents or any other means.

7 9. Responding Party objects to certain requests on the grounds that it has made or
 8 will make a substantial volume of materials available to Propounding Party, and, as a result, the
 9 information sought in the document request is equally available to Propounding Party.

10 10. In responding to this document request at this time, Responding Party does not
 11 concede the relevancy or materiality of these requests or the subject matter to which they refer.
 12 Each and every response by this Respondent is subject to, and does not waive; (1) all objections
 13 as to the competency, confidentiality, materiality, privilege, or admissibility as evidence or for
 14 any other purpose, of any of the answers given, or the subject matter thereof, in any subsequent
 15 proceeding, including the trial of this action or any other action; and (2) the right to object to any
 16 discovery proceedings involving or related to the subject matter of the requests, whether or not
 17 such objections are separately set forth.

18 11. Responding Party objects to this document request to the extent it purports to seek
 19 the identification of each and every document that might conceivably contain information that is
 20 relevant to each request.

21 Without waiving said objections and subject thereto, Responding Party responds as
 22 follows:

23 **RESPONSES TO DOCUMENT REQUESTS**

24 **REQUEST FOR PRODUCTION NO. 38:**

25 All DOCUMENTS that REFER or RELATE to accounts which were negotiated in any
 26 part while Peter Scott was at Tri-City but were bound (i.e. finalized) after Peter Scott moved from
 27 Tri-City to CRUMP (this includes, but is not limited to, all DOCUMENTS related to insured Gas
 28 Equipment Company and/or broker Sedgwick Dallas).

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 38:**

2 Plaintiff objects to this request on the basis it is vague, overbroad, ambiguous and
 3 susceptible to a variety of interpretations. Plaintiff objects to this request as compound and
 4 unduly burdensome. Plaintiff objects to this request as seeking information neither relevant to the
 5 claim or defense of any party, nor reasonably calculated to lead to the discovery of admissible
 6 evidence. Plaintiff further objects to the extent that this request seeks documents protected by the
 7 attorney-client and work product privileges, to the extent it violates rights of privacy, and to the
 8 extent any such documents contain proprietary, financial and/or confidential information. Subject
 9 to and limited by the foregoing, Plaintiff responds as follows: Plaintiff will not produce any
 10 documents related to accounts negotiated while Peter Scott was at Tri-City but were bound after
 11 Peter Scott moved from Tri-City to Crump.

12 **REQUEST FOR PRODUCTION NO. 39:**

13 All change of broker letters which REFER or RELATE to accounts previously handled by
 14 Cheryl Smith which changed to her new employer.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 39:**

16 Plaintiff objects to this request on the basis it is vague, overbroad, ambiguous and
 17 susceptible to a variety of interpretations. Plaintiff objects to this request as compound and
 18 unduly burdensome. Plaintiff objects to this request as seeking information neither relevant to the
 19 claim or defense of any party, nor reasonably calculated to lead to the discovery of admissible
 20 evidence. Plaintiff further objects to the extent it violates rights of privacy, and to the extent any
 21 such documents contain proprietary, financial and/or confidential information. Subject to and
 22 limited by the foregoing, Plaintiff responds as follows: Plaintiff will not produce any documents
 23 related to accounts previously handled by Cheryl Smith which changed to her new employer.

24 **REQUEST FOR PRODUCTION NO. 40:**

25 All change of Broker letters during the last five years naming CRUMP in place of ALL
 26 RISKS.

27 ///

28 ///

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

2 Plaintiff objects to this request on the basis it is vague, overbroad, ambiguous and
3 susceptible to a variety of interpretations. Plaintiff objects to this request as compound and
4 unduly burdensome. Plaintiff objects to this request as seeking information neither relevant to the
5 claim or defense of any party, nor reasonably calculated to lead to the discovery of admissible
6 evidence. Plaintiff further objects to the extent it violates rights of privacy, and to the extent any
7 such documents contain proprietary, financial and/or confidential information. Subject to and
8 limited by the foregoing, Plaintiff responds as follows: Plaintiff will not produce any documents
9 related to change of Broker letters during the last five years naming Crump in place of All Risks.

10

11 DATED: June 9, 2008

JACKSON LEWIS LLP

12

13 By:

14 Mark S. Askanas
15 Dylan B. Carp
16 Tara L. Riedley
17 Attorneys for Plaintiff
18 CRUMP INSURANCE SERVICES, INC.

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PROOF OF SERVICE

I, Bryana Schroder, declare that I am employed with the law firm of Jackson Lewis LLP, whose address is 199 Fremont Street, 10th Floor, San Francisco, California 94105; I am over the age of eighteen (18) years and am not a party to this action.

On June 9, 2008, I served the attached **PLAINTIFF CRUMP INSURANCE SERVICES, INC.'S RESPONSE TO DEFENDANT ALL RISKS, LTD.'S REQUEST FOR PRODUCTION OF DOCUMENTS, SET THREE** in this action by placing a true and correct copy thereof, enclosed in sealed envelope(s) addressed as follows:

Donna Rutter
Curiale Dellaverson Hirschfeld & Kraemer
727 Sansome Street
San Francisco, CA 94111
Tel (415) 835-9000
Fax (415) 834-0443

Attorneys for Defendants

BY MAIL: United States Postal Service by placing sealed envelopes with the postage thereon fully prepaid, placed for collection and mailing on this date, following ordinary business practices, in the United States mail at San Francisco, California.

BY HAND DELIVERY: I caused such envelope(s) to be delivered by hand to the above address.

[] BY OVERNIGHT DELIVERY: I caused such envelope(s) to be delivered to the above address within 24 hours by overnight delivery service.

[] BY FACSIMILE: I caused such document to be transmitted by facsimile from our fax number (415) 394-9401 to the fax number indicated above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 9, 2008, at San Francisco, California.

Byan Sekhon

Bryana Schroder

EXHIBIT J

Glenn Hargrove

June 17, 2008

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA.

CRUMP INSURANCE SERVICES, INC., * Case No. C-07-4636 MMC

Plaintiff,

vs.

MICHAEL P. MCGRATH, an individual, ALL RISKS, LTD., a corporation, and Does 1 through 50, inclusive,

Defendants.

CERTIFIED
COPY

VIDEO DEPOSITION OF GLENN HARGROVE

ANSWERS AND DEPOSITION OF GLENN HARGROVE, produced as
a witness at the instance of the Defendants Michael P.
McGrath and All Risks, Ltd., taken in the above-styled and
-numbered cause on the 17th day of June, 2008, A.D.,
beginning at 11:14 a.m., before Lisa Smith, a Certified
Shorthand Reporter in and for the State of Texas, in the
offices of LBJ Corridor, located at 3010 LBJ Freeway, Suite
1200, Dallas, Texas, in accordance with the Federal Rules
of Civil Procedure and the agreement hereinafter set forth.

1 A. No.

2 Q. So you don't know that it was -- whether it was
3 Mr. McGrath or not; correct?

4 A. No. I don't know who made the formal offer to
5 her.

6 Q. Do you know when Ms. Marty received her offer from
7 All Risks?

8 A. No.

9 Q. Are you aware of any discussions, if any, between
10 Mr. McGrath and Ms. Marty while they were both working at
11 Crump concerning All Risks?

12 A. It goes to discussions with Counsel.

13 Q. Well, are you aware of any discussions between
14 Ms. Marty and Mr. McGrath while they both worked at Crump
15 concerning whether or not they wanted to go to All Risks?

16 A. I've had discussions with our Counsel regarding
17 that question.

18 Q. Okay. And I understand you may have had
19 discussions with your Counsel and you may have told your
20 Counsel what you believe. That doesn't protect it from the
21 attorney/client privilege, if, in fact, this is knowledge
22 that you have.

23 So my question is, did you have any personal
24 knowledge at the time -- that at the time Mr. McGrath and
25 Ms. Marty still worked at Crump, that they were talking

1 amongst themselves to go to work for All Risks?

2 A. Yes.

3 Q. What personal knowledge do you have in that
4 regard?

5 A. That it -- I had -- I had reason to believe that
6 they did due to certain e-mail information that we had.

7 Q. So is it your testimony that you were monitoring
8 Mr. McGrath and Ms. Marty's e-mail while they were employed
9 at Crump?

10 A. No.

11 Q. What e-mail communication are you referring to?

12 A. E-mail communication between Mike McGrath and
13 Cindy Marty.

14 Q. Okay. While they were still at Crump?

15 A. Yes.

16 Q. Is that what you're saying?

17 Okay. And do you recall some e-mail -- some
18 particular e-mail communication?

19 A. Yes.

20 Q. What e-mail communication are you referring to?

21 A. It was an e-mail that -- that was on Mike's
22 computer to Cindy Marty specifically mentioning offers and
23 we had our offers. I don't remember the exact verbiage of
24 it. That was a couple days before the resignation, Mike
25 turned in his resignation.

Glenn Hargrove

June 17, 2008

1 STATE OF TEXAS)

2 I, Lisa Smith, a Certified Shorthand Reporter in and
3 for the State of Texas, do hereby certify that, pursuant to
4 the agreement hereinbefore set forth, there came before me
5 on the 17th day of June, A.D., 2008, at 11:14 a.m., at the
6 offices of LBJ Corridor, located at 3010 LBJ Freeway, Suite
7 1200, in the City of Dallas, State of Texas, the following
8 named person, to wit: GLENN HARGROVE, who was by me duly
9 cautioned and sworn to testify the truth, the whole truth
10 and nothing but the truth, of his knowledge touching and
11 concerning the matters in controversy in this cause; and
12 that he was thereupon carefully examined upon his oath, and
13 his examination was reduced to writing under my
14 supervision; that the deposition is a true record of the
15 testimony given by the witness, same to be sworn to and
16 subscribed by said witness before any Notary Public,
17 pursuant to the agreement of the parties; and that the
18 amount of time used by each party at the deposition is as
19 follows:

20 Ms. Rutter - 04 hours, 29 minutes,

21 Mr. Askanas - 00 hours, 00 minutes.

22 I further certify that I am neither attorney or
23 counsel for, nor related to or employed by, any of the
24 parties to the action in which this deposition is taken,
25 and further that I am not a relative or employee of any

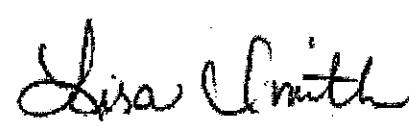
Glenn Hargrove

June 17, 2008

1 attorney or counsel employed by the parties hereto, or
2 financially interested in the action.

3 I further certify that, before completion of the
4 deposition, the Deponent _____, and/or the
5 Plaintiff/Defendant _____, did _____ did not _____ request
6 to review the transcript.

7 In witness whereof, I have hereunto set my hand and
8 affixed my seal this _____ day of _____, A.D.,
9 2008

10 
11 JUN 27 2008

12 LISA SMITH, CSR 7491
13 Expiration Date: 12/31/2009
14 Esquire Deposition Services
15 Firm Registration No. 286
16 1700 Pacific Avenue, Suite 4750
17 Dallas, Texas 75201
18 (214) 257-1436

19
20
21
22
23
24
25

188

EXHIBIT K

DEPOSITION OF PETER QUINLAN SCOTT, VOLUME II

1 UNITED STATES DISTRICT COURT

2 IN THE NORTHERN DISTRICT OF CALIFORNIA

3 ---oo---

4

5 CRUMP INSURANCE SERVICES, INC.,

COPY

6 Plaintiff,

7 vs. No. C-07-4636 MMC

8 MICHAEL P. McGRATH, an individual;
9 ALL RISKS, LTD., a corporation,
and DOES 1 - 50 inclusive,

10 Defendants.

11

12

13

Deposition of

14

PETER QUINLAN SCOTT

15

Thursday, June 19, 2008

16

17

18

19

Volume II

20

(Pages 205 - 308)

21

22

23

24

REPORTED BY: JEANNETTE SAMOULIDES, CSR NO. 5254

25

205

DEPOSITION OF PETER QUINLAN SCOTT, VOLUME II

1 Q. Now, Page 134 of your deposition you told
2 me that you would provide me with a list of
3 businesses -- strike that.

4 That you would provide me with a list of
5 business of Crump that you claim Mr. McGrath
6 wrongfully took to All Risks.

7 Do you have that list?

8 A. Not with me, no.

9 Q. Okay. Did you prepare that list as I
10 requested in April?

11 A. Yes.

12 Q. Okay. And have you given that list to
13 your counsel or a counsel? I know your counsel's
14 changed.

15 So have you given it to an attorney
16 representing Crump?

17 A. Yes.

18 Q. Okay. And likewise, on Page 161 of your
19 depo you indicated that you were not aware of all the
20 change in broker letters changing from Crump to
21 All Risks after Mr. McGrath left but that you could
22 provide me with a list.

23 Do you have that list?

24 A. Not with me, no.

25 Q. Okay. And did you prepare that list at my

DEPOSITION OF PETER QUINLAN SCOTT, VOLUME II

1 request?

2 A. Yes, I did.

3 Q. And did you provide that to your counsel?

4 A. Yes, I did.

5 Q. Okay. And finally, I think there's one
6 more list, one more bit of homework that you
7 indicated on Page 163, you stated that there were
8 letters that you believe were sent by Mr. McGrath
9 requesting that a change of broker be made, but you
10 couldn't identify those individuals by name.

11 Again, you told me you'd provide me with a
12 list.

13 Did you prepare any list of actual letters
14 that were sent by Mr. McGrath requesting that a
15 change of broker be made?

16 A. We have copies of the Broker of Record
17 letters either from the insurance carrier notifying
18 us of the change of broker or from the retailer
19 providing the letter to All Risks changing broker.

20 Q. Okay.

21 A. So in answer to your question, you kind of
22 have that information.

23 Q. Okay. But you don't -- you're not aware
24 of any letters that Mr. McGrath authored, correct?

25 A. Well, he wouldn't author the letter. The

DEPOSITION OF PETER QUINLAN SCOTT, VOLUME II

1 I, the undersigned, a Certified Shorthand
2 Reporter in the State of California, hereby certify
3 that the witness (if applicable) in the foregoing
4 deposition was by me duly sworn to testify to the
5 truth, the whole truth, and nothing but the truth in
6 the within-entitled cause; that said proceeding was
7 taken at the time and place therein stated; that the
8 testimony of said witness was reported by me, a
9 disinterested person, and was thereafter transcribed
10 under my direction into typewriting; that the
11 foregoing is a full, complete, and true record of the
12 said testimony; and that the witness (if applicable)
13 was informed of his/her opportunity to read and, if
14 necessary, correct said deposition and to subscribe
15 the same.

16 I further certify that I am not of counsel
17 or attorney for either or any of the parties in the
18 foregoing proceedings and caption named, or in any
19 way interested in the outcome of the cause named in
20 said caption.

21

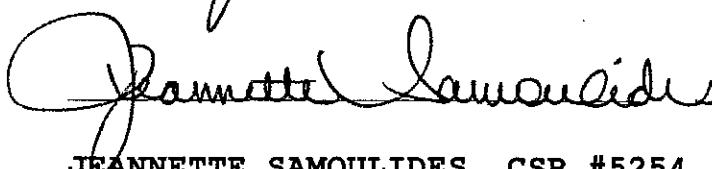
22

Date:

June 26, 2008

23

24



JEANNETTE SAMOULIDES, CSR #5254

25

EXHIBIT L

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June 19, 2008

KRISTEN L. WILLIAMS
 Direct Dial: (415) 835-9051
 kwilliams@cdhklaw.com

VIA FACSIMILE & U.S. MAIL (415) 394-9401

Dylan B. Carp, Esq.
 Jackson Lewis LLP
 199 Fremont Street, 10th Floor
 San Francisco, CA 94105

Re: Crump Insurance v. All Risks, Ltd. & Michael McGrath

Dear Mr. Carp:

I write this letter to meet and confer with you as to Plaintiff's responses to Defendant All Risks, Ltd.'s Request for Production of Documents, Set Three. Plaintiff has responded to all requests with boilerplate objections that are inapplicable to the request and, likewise, without merit.

Request No. 38 seeks "All DOCUMENTS that REFER or RELATE to accounts which were negotiated in any part while Peter Scott was at Tri-City but were bound (*i.e.* finalized) after Peter Scott moved from Tri-City to CRUMP (this includes, but not limited to, all DOCUMENTS related to insured Gas Equipment Company and/or broker Sedgwick Dallas)."

In response, Plaintiff set forth the following objections: "Plaintiff objects to this request on the basis it is vague, overbroad, ambiguous and susceptible to a variety of interpretations. Plaintiff objects to his request as compound and unduly burdensome. Plaintiff objects to this request as seeking information neither relevant to the claim or defense of any party, nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to the extent that this request seeks documents protected by the attorney-client and work product privileges, to the extent it violates rights of privacy, and to the extent any such documents contained proprietary, financial and/or confidential information. Subject to and limited by the foregoing, Plaintiff responds as follows: Plaintiff will not produce any documents related to accounts negotiated while Peter Scott was at Tri-City but were bound after Peter Scott moved from Tri-City to Crump."

Plaintiff's objections are without merit. This request is not "vague, overbroad, ambiguous and susceptible to a variety of interpretations." If you are unclear as to what this request is seeking, please articulate your confusion so that I might offer an explanation. As to the objection as to the relevancy of this information, it is most certainly relevant to the claims of this matter. Peter Scott ran the San Francisco office of Crump where McGrath worked. Plaintiff claims

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 & KRAEMER
 LLP

Dylan B. Carp, Esq.
 June 19, 2008
 Page 2

that McGrath inappropriately took accounts from Crump when he left to go and work for All Risks. Accordingly, Defendants are entitled to know the details of Mr. Scott potentially engaging in the same conduct that Defendants in this matter are now accused of engaging in. We have reason to believe that Mr. Scott brought a significant amount of accounts from Tri-City to Crump. This request goes directly to both the claims in this case and Defendants' defense. Finally, as to your litany of objections based on (1) privacy, (2) proprietary information, (3) financial information and (4) attorney-client information, Defendants respond as follows: (1) the information sought does not seek any information regarding any individual and thus does not invade anyone's privacy interests; (2) the information sought is not proprietary – accounts from more than ten years ago can hardly constitute proprietary information – but to alleviate this concern, Defendant will limit this request to Broker of Record Letters for accounts that Mr. Scott negotiated while at Tri-City but were not bound until Mr. Scott moved to Crump if Plaintiff will confirm that it has a BOR letter for each account; (3) and (4) based on the limitation Defendants have added, there should no longer be any concern as to financial or attorney-client information being disclosed. Please produce all documents responsive to this request.

Request No. 39 seeks "All changes of broker letters which REFER or RELATE to accounts previously handled by Cheryl Smith which changed to her new employer."

Plaintiff responded as follows: "Plaintiff objects to this request on the basis it is vague, overbroad, ambiguous and susceptible to a variety of interpretations. Plaintiff objects to his request as compound and unduly burdensome. Plaintiff objects to this request as seeking information neither relevant to the claim or defense of any party, nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to the extent it violates rights of privacy, and to the extent any such documents contain proprietary, financial and/or confidential information. Subject to and limited by the foregoing, Plaintiff responds as follows: Plaintiff will not produce any documents related to accounts previously handled by Cheryl Smith which changed to her new employer."

These objections are also without merit. This request seeks Broker of Record letters only. This request is not "vague, overbroad, ambiguous and susceptible to a variety of interpretations." If you are unclear as to what this request is seeking, please articulate your confusion so that I might offer an explanation. As to the objection as to the relevancy of this information, it is most certainly relevant to the claims of this matter. Cheryl Smith was a broker with Crump and has since left Crump to be employed by another competitive insurance wholesaler. Whether Crump is consistent in its claims is certainly relevant to this case. Moreover, these records will further prove that it is an accepted and

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Dylan B. Carp, Esq.
 June 19, 2008
 Page 3

common industry practice for retailers to move with brokers when they change employers. As such, this request goes directly to both the claims in this case and Defendants' defense. Finally, as to your litany of objections based on (1) privacy, (2) proprietary information, (3) financial information and (4) attorney-client information, this request seeks only Broker of Record letters and therefore none of those objections are applicable. Please produce all documents responsive to this request.

Request No. 40 seeks "All change of Broker letters during the last five years naming CRUMP in place of ALL RISKS."

Plaintiff objected as follows: "Plaintiff objects to this request on the basis it is vague, overbroad, ambiguous and susceptible to a variety of interpretations. Plaintiff objects to his request as compound and unduly burdensome. Plaintiff objects to this request as seeking information neither relevant to the claim or defense of any party, nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to the extent it violates rights of privacy, and to the extent any such documents contain proprietary, financial and/or confidential information. Subject to and limited by the foregoing, Plaintiff responds as follows: Plaintiff will not produce any documents related to change of Broker letters during the last five years naming Crump in place of All Risks."

These objections are also without merit. This request seeks Broker of Record letters only relating to All Risks. This request is not "vague, overbroad, ambiguous and susceptible to a variety of interpretations." If you are unclear as to what this request is seeking, please articulate your confusion so that I might offer an explanation. As to the objection as to the relevancy of this information, it is most certainly relevant to the claims of this matter. Plaintiff has targeted All Risks in this lawsuit and is seeking damages. This lawsuit is centered around the alleged illegality of retailers moving from Crump to All Risks and continue to work with the same broker. Whether or not retailers have moved from All Risks to Crump is clearly relevant to this case. These records will further prove that it is an accepted and common industry practice for retailers to move with brokers when they change employers. Defendants are entitled to this information based on the allegations of the Complaint. Moreover, it speaks directly to Defendant's affirmative defense of unclean hands. As such, this request goes directly to both the claims in this case and Defendants' defense. With regard to your objection that this request is "compound and unduly burdensome," such objections are wholly without merit. Please articulate how the request is compound and likewise how the request is unduly burdensome as I can see no validity to either objection. Finally, as to your litany of objections based on (1) privacy, (2) proprietary information, and (3) financial information, this request seeks only Broker of Record letters and therefore none of those objections are applicable. Please produce all documents responsive to this request.

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Dylan B. Carp, Esq.
June 19, 2008
Page 4

Additionally, Plaintiff should provide All Risks with its verification to these discovery responses as well as the verifications to all discovery received from Plaintiff to date. Please send the verifications to us immediately.

As always, please contact me with any questions or to discuss any of these issues further.

Very truly yours,

Kristen L. Williams
Kristen L. Williams

KLW/ap

**CURIALE DELLAVERSON HIRSCHFELD &
KRAEMER, LLP**

FACSIMILE TRANSMITTAL SHEET

DATE: June 19, 2008

To: Dylan B. Carp **FAX No.:** (415) 394-9401 **PHONE No.:** (415) 394-9400
JACKSON LEWIS LLP

FROM: Kristen L. Williams **PHONE:** (415) 835-9051

RE: Crump v. Michael P. McGrath and All Risks, LTD

CLIENT/MATTER NUMBER: 60170.002

NUMBER OF PAGES WITH COVER PAGE: 5 **Originals Will Follow in Regular Mail**

MESSAGE:

Please see attached letter.

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Page : 001
 Date & Time: 19-06-08 02:05pm
 Line 1 : +415 834 0443
 Line 2 : +415 834 0443
 Machine ID : CURIALE DELLAVERSON, et al.

Job number : 625
 Date : 19-06 02:03pm
 To : 3949401
 Number of pages : 005
 Start time : 19-06 02:03pm
 End time : 19-06 02:05pm
 Pages sent : 005
 Status : OK
 Job number : 625

*** SEND SUCCESSFUL ***

**CURIALE DELLAVERSON HIRSCHFELD &
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FACSIMILE TRANSMITTAL SHEET

DATE: June 19, 2008

To:
 Dylan B. Carp
 JACKSON LEWIS LLP

FAX NO.:
 (415) 394-9401

PHONE NO.:
 (415) 394-9400

FROM: Kristen L. Williams **PHONE:** (415) 835-9051
RE: Crump v. Michael P. McGrath and All Risks, LTD

CLIENT/MATTER NUMBER: 60170.002

NUMBER OF PAGES WITH COVER PAGE: 5 **Originals Will Follow in Regular Mail**

MESSAGE:
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June 19, 2008

KRISTEN L. WILLIAMS
 Direct Dial: (415) 835-9051
 kwilliams@cdhklaw.com

VIA FACSIMILE (415) 394-9401

Dylan B. Carp, Esq.
 Jackson Lewis LLP
 199 Fremont Street, 10th Floor
 San Francisco, CA 94105

Re: Crump Insurance v. All Risks, Ltd. & Michael McGrath

Dear Mr. Carp:

This letter is regarding Plaintiff's failure to produce responsive documents that it has agreed to produce and what now appears to be a withholding of all documents that were responsive to a myriad of Defendants' discovery requests. Specifically, I am referring to the email identified by Mr. Hargrove in his deposition. Please refer to page 161:14 – 163:16 of the rough transcript wherein Mr. Hargrove identifies an email (or emails) between Mr. McGrath and Ms. Marty prior to the time they left Crump's employ. This was in direct response to Ms. Rutter's question of whether he had personal knowledge of Mr. McGrath and Ms. Marty were talking about going to work at All Risks while they were still employed by Crump. This email is responsive to the following requests for production which were propounded on Plaintiff on January 22, 2008. Included in these requests were the following:

REQUEST FOR PRODUCTION NO. 6: All DOCUMENTS that support YOUR contention that "while still under the employ of Crump, Defendant MCGRATH engaged in business activities with were competitive with the work he performed at Crump, in violation of his obligations to Crump" as alleged in paragraph 29 of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 7: All DOCUMENTS that support YOUR contention that MCGRATH "solicited Crump employees to cease their employment relationship with Crump, and instead commence employment with MCGRATH's new employer, All Risks" as alleged in paragraph 30 of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 10: All DOCUMENTS that support YOUR First Cause of Action: Breach of Contract as alleged in YOUR COMPLAINT.

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Dylan B. Carp, Esq.
 June 19, 2008
 Page 2

REQUEST FOR PRODUCTION NO. 12: All DOCUMENTS that support YOUR Third Cause of Action: Breach of Fiduciary Duty as alleged in YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 15: All DOCUMENTS that support YOUR Sixth Cause of Action: Intentional Interference with Prospective Economic Advantage (Employees) as alleged in YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 16: All DOCUMENTS that support YOUR Seventh Cause of Action: Negligent Interference with Prospective Economic Advantage (Employees) as alleged in YOUR COMPLAINT.

On March 11, 2008, Plaintiff responded to each of these requests that Plaintiff would produce all responsive, non-privileged documents.

At a minimum, the email(s) identified by Mr. Hargrove are clearly responsive to many, if not all, of the above-referenced requests. The email is purportedly between Mr. McGrath and Ms. Marty so no privilege applies nor was this document identified in Plaintiff's privileged log. And yet, the document(s) referenced by Mr. Hargrove were not produced and were withheld even though depositions were proceeding in this case.

Plaintiff has willfully and inappropriately failed to produce these documents. This is a clear violation of the Federal Rules of Civil Procedure and Defendants intend to seek evidentiary sanctions and seek to re-open any applicable depositions.

Please produce these documents immediately as well as all other evidence that Plaintiff may have wrongfully withheld. And as previously requested, please produce Plaintiff's verification to this Plaintiff's responses to this discovery request as well as to all other discovery requests Defendants All Risks and McGrath have propounded on Plaintiff.

Very truly yours,

Kristen L. Williams

Kristen L. Williams

KLW/ap

**CURIALE DELLAVERSON HIRSCHFELD &
KRAEMER, LLP**

FACSIMILE TRANSMITTAL SHEET

DATE: June 19, 2008

To:
Dylan B. Carp
JACKSON LEWIS LLP

FAX No.:
(415) 394-9401

PHONE No.:
(415) 394-9400

FROM: Kristen L. Williams **PHONE:** (415) 835-9051
RE: Crump v. Michael P. McGrath and All Risks, LTD

CLIENT/MATTER NUMBER: 60170.002

NUMBER OF PAGES WITH COVER PAGE: 3 Originals Will Not Follow in Regular Mail

MESSAGE:

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Date : 19-06 05:09pm
To : 3949401
Number of pages : 003
Start time : 19-06 05:09pm
End time : 19-06 05:10pm
Pages sent : 003
Status : OK
Job number : 630 * * *

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FACSIMILE TRANSMITTAL SHEET

DATE: June 19, 2008

To:
Dylan B. Carp
JACKSON LEWIS LLP

FAX No.:
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PHONE NO.:
(415) 394-9400

FROM: Kristen L. Williams **PHONE:** (415) 835-9051
RE: Crump v. Michael P. McGrath and All Risks, LTD

CLIENT/MATTER NUMBER: 60170.002

CLIENT/MATTER NUMBER: 60170.002

MESSAGE:

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June 20, 2008

VIA FACSIMILE

Kristen L. Williams, Esq.
 Curiale Dellaverson Hirschfeld & Kraemer, LLP
 727 Sansome Street
 San Francisco, CA 9111

Re: Crump Insurance Services, Inc. v. McGrath,
 N.D. Cal. Case No. C-07-4636 MMC

Dear Ms. Williams:

This responds to your faxes dated June 19, 2008.

I. Your fax sent at 2:04 p.m.

Regarding your earlier fax, in that fax you asked me to contact you "to discuss any of these issues further." I do not think we have had a discussion yet regarding any of the issues you raised in the fax. Further, to have a meaningful discussion, I would request that you provide some authority for the claims that you made.

Regarding RFP No. 38, you claim that "Defendants are entitled to know the details of Mr. Scott potentially engaging in the same conduct that Defendants in this matter are now accused of engaging in. We have reason to believe that Mr. Scott brought a significant amount of accounts from Tri-City to Crump. This request goes directly to both the claims in this case and Defendants' defense." We disagree. You have limited your request to Broker of Record Letters. We fail to see how the existence of any such Broker of Record Letters would give you any good cause to assert that Mr. Scott may have breached a contract with a third party, misappropriated trade secrets of a third party, breached a fiduciary duty owed to a third party, or interfered with employees or customers of a third party. Further, whether or not Mr. Scott may have done any of these things does not appear to have any relevance to whether McGrath and/or All Risks did these things to Crump. If you have contrary authority, we would like to see it. Further, whether Mr. Scott brought a significant amount of accounts from Tri-City to Crump does not appear to have any relevance to whether McGrath and/or All Risks committed the acts alleged in the complaint. Again, if you have contrary authority, we would like to see it. Finally, whether Mr. Scott engaged in the above-described conduct and whether Mr. Scott brought accounts to Crump does not appear to have any relevance to any of Defendants' defenses. Again, if you have contrary authority, we would like to see it. I would be happy to discuss any authority you bring to my attention.

K. Williams, Esq.
June 20, 2008
Page 2



Regarding RFP No. 39, you claim that "Cheryl Smith was a broker with Crump and has since left Crump to be employed by another competitive insurance wholesaler. Whether Crump is consistent in its claims is certainly relevant to this case. Moreover, these records will further prove that it is an accepted and common industry practice for retailers to move with brokers when they change employers. As such, this request goes directly to both the claims in this case and Defendants' defense." Again, we disagree. Any responsive changes of broker letters would appear irrelevant to whether McGrath and All Risks committed the alleged wrongdoing against Crump. If you have contrary authority, please let me know. Further, the mere existence of responsive changes of broker letters would not appear to have any relevance to showing that Crump is inconsistent. Even if it did, that would appear to be irrelevant to whether Defendants engaged in the alleged wrongdoing or to any of Defendants' defenses. If you have contrary authority, please let me know. Finally, whether there is an accepted and common industry practice as you posit above would appear irrelevant to whether Defendants engaged in the alleged wrongdoing or to any of Defendants' defenses. Again, if you have contrary authority, we would like to see it. I would be happy to discuss any authority you bring to my attention.

Regarding RFP No. 40, you appear to assert two reasons why you are purportedly entitled to the information you seek. First, you assert that the information would show the accepted and common industry practice that you posited regarding RFP No. 39. For the same reason as discussed above, the existence of such an industry practice appears irrelevant. Second, you assert that "[w]hether or not retailers have moved from All Risks to Crump" "speaks directly to Defendant's affirmative defense of unclean hands." We cannot understand how the existence of any change of broker letters naming Crump in place of All Risks supports your affirmative defense that Crump has unclean hands. If you have authority supporting your assertion, please bring it to our attention, which I would be happy to discuss.

Finally, please explain what discovery responses you are seeking verifications for and any authority in support of your demand.

II. Your fax sent at 5:09 p.m.

Regarding your latter fax, we have not withheld any document that fits the description in Mr. Hargrove's testimony at 161:14-163:16. Therefore, there is no basis for a motion to compel.

I am available to review any authority you provide me and to discuss any of these issues Monday through Wednesday of next week.

Very truly yours,

JACKSON LEWIS LLP

Dylan B. Carp



Attorneys at Law

Representing Management Exclusively in Workplace Law and Related Litigation

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FAX

To: Kristen L. Williams, Esq.
Company: Curiale Dellaverson Hirschfeld & Kraemer
Fax: 415-834-0443 **Tel #:** 415-835-9000
From: Dylan B. Carp, Esq.
Sender: Bryana Schroder
Subject: Crump/McGrath
Date: June 20, 2008
Client/Matter #: 124452/1219
Pages: 3
Original: Will Follow X Will Not Follow

MESSAGE:

Please contact BRYANA SCHRODER (415-394-9400, Ext. 6312) if there are any problems with this transmission.

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EXHIBIT O

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HIRSCHFELD
& KRAEMER
 LLP

June 24, 2008

KRISTEN L. WILLIAMS
 Direct Dial: (415) 835-9051
 kwilliams@cdhklaw.com

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Re: Crump Insurance v. All Risks, Ltd. & Michael McGrath

Dear Mr. Carp:

This letter is in response to your June 20, 2008 letter as well as to address additional outstanding discovery issues related to Plaintiff's failure to produce all previously requested documents.

Plaintiff's Responses to Defendant All Risks' Request for Production, Set Two

Pursuant to Federal Rules of Civil Procedure, Rule 26(b)(1), Defendants are entitled to "obtain discovery regarding any non-privileged matter that is relevant to any party's claim or defense." In my letter of June 19, 2008, I articulated how Requests for Production Nos. 38, 39, and 40 are in fact relevant to the claims and/or defenses related to this matter. The fact that you disagree with how we intend to present this evidence at trial does not make it any less relevant to Plaintiff's claims or Defendants' defenses. Therefore, Defendants request that you provide us with the documents immediately or we will be forced to bring a motion to compel.

Email Described By Mr. Hargrove And Other Documents Responsive to All Risks' Request for Production, Set One and Two

Defendants are concerned by your representation that the document described by Mr. Hargrove does not exist. (See Hargrove's rough deposition transcript, 161:14-163:16) Mr. Hargrove testified that McGrath's computer was reviewed after he left Crump and that Mr. Hargrove saw a specific reference to an e-mail exchange between Mr. McGrath and Ms. Marty about leaving Crump. If you continue to state that this e-mail no longer exists, there may be a concern on spoliation of evidence. At a minimum, if any such document appears at trial, we will immediately move for evidentiary sanctions. Further, now that Mr. Hargrove's testimony makes it clear that McGrath's computer was searched, we ask that Plaintiff again confirm that it has produced all documents responsive to the requests wherein it indicated that it would produce documents. Specifically,

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Dylan B. Carp, Esq.
 June 24, 2008
 Page 2

Plaintiff has agreed to produce documents in response to the following Request for Production:

REQUEST FOR PRODUCTION NO. 1:

All DOCUMENTS that support YOUR contention that "MCGRATH improperly and unlawfully misappropriated and used confidential information belonging to Crump ... [including]... the identity of persons, firms, and corporations which had become customers or accounts of Crump" as alleged in paragraph 23 of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 2:

All DOCUMENTS that support YOUR contention that "the information used by MCGRATH also included the source with which the insurance was placed, as well as the names of customers, policy expiration dates, policy terms, conditions and rates and familiarity with the customers' risk, all of which were agreed constituted confidential information belonging to Crump" as alleged in paragraph 24 of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 3:

All DOCUMENTS that support YOUR contention that "MCGRATH disclosed to his new employer , All Risks, the confidential information which belongs to Crump" as alleged in paragraph 26 of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 4:

All DOCUMENTS that support YOUR contention that "MCGRATH breached the June 7, 1996 Memorandum of Agreement in that he improperly and unlawfully took for his own use, and the use of his new employer, All Risks, records, files and lists as well as other materials which had been furnished to him as a Crump employee" as alleged in paragraph 27 of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 5:

All DOCUMENTS that support YOUR contention that "MCGRATH obtained and has used electronic versions of confidential information of Crump" as alleged in paragraph 28 of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 6:

All DOCUMENTS that support YOUR contention that "while still under the employ of Crump, Defendant MCGRATH engaged in business activities with were competitive with the work he performed at Crump, in violation of his obligations to Crump" as alleged in paragraph 29 of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 7:

All DOCUMENTS that support YOUR contention that MCGRATH "solicited Crump employees to cease their employment relationship with Crump,

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Dylan B. Carp, Esq.
June 24, 2008
Page 3

and instead commence employment with MCGRATH's new employer, All Risks" as alleged in paragraph 30 of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 8:

All DOCUMENTS that MCGRATH "failed to provide timely notice of his intent to terminate the [employment] relationship" with YOU as alleged in paragraph 31 of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 9:

All DOCUMENTS that support YOUR First Cause of Action: Breach of Contract as alleged in YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 10:

All DOCUMENTS that support YOUR Second Cause of Action: Misappropriation of Trade Secrets as alleged in YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 11:

All DOCUMENTS that support YOUR Third Cause of Action: Breach of Fiduciary Duty as alleged in YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 12:

All DOCUMENTS that support YOUR Fourth Cause of Action: Intentional Interference with Prospective Economic Advantage (Clients) as alleged in YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 13:

All DOCUMENTS that support YOUR Fifth Cause of Action: Negligent Interference with Prospective Economic Advantage (Clients) as alleged in YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 14:

All DOCUMENTS that support YOUR Sixth Cause of Action: Intentional Interference with Prospective Economic Advantage (Employees) as alleged in YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 15:

All DOCUMENTS that support YOUR Seventh Cause of Action: Negligent Interference with Prospective Economic Advantage (Employees) as alleged in YOUR COMPLAINT.

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June 24, 2008
Page 4

REQUEST FOR PRODUCTION NO. 16:

All correspondence, notes, memoranda, recordings or other DOCUMENTS that REFER or RELATE to any oral or written COMMUNICATION between YOU and DEFENDANTS concerning the alleged acts which are the subject of YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 17:

All DOCUMENTS signed or authored by individuals who purport to have knowledge of some or all the facts alleged in YOUR COMPLAINT that REFER or RELATE to any such facts.

REQUEST FOR PRODUCTION NO. 19:

All notes, memoranda, recordings or other records of ANY statements made by ANY person that REFER or RELATE to the facts alleged in YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 20:

All handbooks, policy statements, guidelines and other DOCUMENTS that REFER or RELATE to personnel policies, rules, codes, regulations, practices, and procedures which YOU contend apply to the terms of MCGRATH'S employment with YOU.

REQUEST FOR PRODUCTION NO. 21:

All DOCUMENTS that REFER or RELATE to any damages, including without limitation, any economic and non-economic damages YOU allege to have suffered as a result of DEFENDANTS' conduct as alleged in YOUR COMPLAINT.

REQUEST FOR PRODUCTION NO. 22:

All DOCUMENTS that REFER or RELATE to MCGRATH'S resignation of his employment with YOU.

REQUEST FOR PRODUCTION NO. 23:

All DOCUMENTS that REFER or RELATE to any COMMUNICATIONS between YOU and ANY of YOUR current or former clients regarding MCGRATH that have occurred since MCGRATH'S resignation.

REQUEST FOR PRODUCTION NO. 24:

All DOCUMENTS that REFER or RELATE to any confidential and/or proprietary information that YOU allege DEFENDANTS have improperly or unlawfully used or disseminated.

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Dylan B. Carp, Esq.
June 24, 2008
Page 5

REQUEST FOR PRODUCTION NO. 25:

All DOCUMENTS that REFER or RELATE to any confidential and/or proprietary information that YOU allege DEFENDANTS have improperly or unlawfully used or disclosed while soliciting business from any of YOUR clients.

REQUEST FOR PRODUCTION NO. 26:

All DOCUMENTS that REFER or RELATE to any policies and procedures that YOU have implemented to protect against the dissemination of, and to maintain the confidentiality of, any information or documents which YOU allege constitute or contain YOUR confidential and/or proprietary information.

REQUEST FOR PRODUCTION NO. 27:

All Contracts that YOU contend that DEFENDANTS intentionally interfered with.

REQUEST FOR PRODUCTION NO. 33:

All DOCUMENTS that show, refer to or relate to MCGRATH accessing data from CRUMP to his home computer from April 2007 through MCGRATH's date of termination from employment with CRUMP.

REQUEST FOR PRODUCTION NO. 34:

All DOCUMENTS that show, refer to or relate to MCGRATH downloading data from CRUMP to his home computer April 2007 through MCGRATH's date of termination from employment with CRUMP.

REQUEST FOR PRODUCTION NO. 35:

All DOCUMENTS that show, refer to or relate to MCGRATH accessing the Windbroker system from April 2007 through MCGRATH's date of termination from employment with CRUMP.

REQUEST FOR PRODUCTION NO. 36:

All DOCUMENTS that show, refer to or relate to Cyndi Marty accessing the Windbroker system from April 2007 through MCGRATH's date of termination from employment with CRUMP.

REQUEST FOR PRODUCTION NO. 37:

All DOCUMENTS that show, refer to or relate to YOUR alleged loss of commissions that YOU attribute to DEFENDANTS.

Mr. Hargrove testified that a copy of McGrath's hard drive was made and examined by Crump. Defendant All Risks is entitled to McGrath's hard drive as Defendant's definition of computer in its Requests for Production includes

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Dylan B. Carp, Esq.
June 24, 2008
Page 6

“computer records, and other data compilations from which information can be obtained or translated...” Moreover, a copy of this hard drive should be produced as potentially responsive to Defendant’s requests 1, 2, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 24, 25, 33, 34 and 35. Certainly, numerous documents were pulled off McGrath’s hard drive. And though Mr. McDonough’s testimony that he and various others accessed McGrath’s computer certainly calls the integrity of these documents into question, Defendant is still entitled to these documents. In its response to these requests on March 11, 2008 and April 29, 2008, Plaintiff agreed to produce these documents. (See Plaintiff’s Response to Defendant All Risks’ Request for Production of Documents, Set One and Plaintiff’s Response to Defendant All Risks’ Request for Production of Documents, Set Two) The documents produced in response to these requests (C0001-165), however, certainly do not reflect all of these categories of documents.

Please provide us with responsive documents immediately or amend your responses to state that no such documents exists. Should you fail to provide us with documents that fall within these categories of documents and then attempt to present them at the time of trial or otherwise, we will seek evidentiary sanctions against you.

Finally, we are still waiting for the following items promised by Plaintiff: (1) Verifications to all discovery requests; (2) Broker of Record letters for all accounts Plaintiff alleges Crump wrongfully took from Plaintiff, as promised in your June 11th letter; (3) the names of clients Plaintiff alleges Crump wrongfully took from Plaintiff, as promised in your June 11th letter; and (4) the documents and reports prepared by Mr. Pixley during his review of McGrath’s hard drive. We look forward to receiving these items as well as the items requested above immediately.

Given the impending deadline to file a motion to compel, please confirm that you will be produce the requested documents and amend your responses by the close of business tomorrow (as we are aware that your firm is closed for the remainder of the week). Alternatively, we would be willing to stipulate to a mutual extension of time to file motions to compel. Please let me know your thoughts.

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June 24, 2008
Page 7

Thank you for your attention to these matters.

Very truly yours,

Kristen L. Williams
Kristen L. Williams

KLW/pb

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FACSIMILE TRANSMITTAL SHEET

DATE: June 24, 2008

TO:
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JACKSON LEWIS LLP

FAX NO.:
(415) 394-9401

PHONE NO.:
(415) 394-9400

FROM: Kristen L. Williams PHONE: (415) 835-9051
RE: *Crump v. Michael P. McGrath and All Risks, Ltd.*

CLIENT/MATTER NUMBER: 60170.002

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FACSIMILE TRANSMITTAL SHEET

DATE: June 24, 2008

To:	FAX No.:	PHONE No.:
Dylan B. Carp JACKSON LEWIS LLP	(415) 394-9401	(415) 394-9400

FROM: Kristen L. Williams **PHONE:** (415) 835-9051
RE: *Crump v. Michael P. McGrath and All Risks, Ltd.*

CLIENT/MATTER NUMBER: 60170.002

NUMBER OF PAGES WITH COVER PAGE: 8 Originals Will Not Follow in Regular Mail

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EXHIBIT P

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June 25, 2008

KRISTEN L. WILLIAMS
 Direct Dial: (415) 835-9051
 kwilliams@cdhklaw.com

VIA FACSIMILE (415) 394-9401 & U.S. MAIL

Dylan B. Carp, Esq.
 Jackson Lewis LLP
 199 Fremont Street, 10th Floor
 San Francisco, CA 94105

Re: Crump Insurance v. All Risks, Ltd. & Michael McGrath

Dear Mr. Carp:

This letter is in response to your letter of this morning and also to make a final attempt to meet and confer on the outstanding items that we are requesting or else we will proceed with a motion to compel.

1. **All Risks Request for Production, Set Three, Nos. 38, 39, 40:** Defendant has articulated its position on these requests in prior correspondence. As articulated in my detailed letters, we believe this information is relevant to the claims and defenses in this case and will seek to compel this information if you continue to refuse to produce it.

2. **The lists created by Peter Scott at the request of Donna Rutter during Mr. Scott's first day of deposition (see 134:6-25 and 161:13-19):** Prior to Mr. Scott's original deposition, we had propounded document requests, including requests for documents identifying the business that Crump claims McGrath wrongfully took to All Risks. Further, Defendant's had requested all Broker of Record letters changing Crump to All Risks. No such documents were produced, thus Mr. Scott was asked about those items in his deposition. On Mr. Scott's second day of deposition, Mr. Scott testified that he had created the lists and provided them to his counsel. These lists are responsive to numerous Requests for Production, including Request for Production Nos. 1, 10, 13, 14, 19, 27. These documents were not included in your most recent production of documents, served yesterday. We request, yet again, that they are provided immediately.

3. **McGrath's Hard drive:** As requested, I am providing you with the cites within Mr. Hargrove's deposition where he testified that McGrath's hard drive was search and documents were obtained from the search – see Hargrove Rough deposition, 161:14-163:16, 172:2-7). Although this is a rough transcript, Mr. Hargrove's testimony is clear that Crump did in fact search McGrath's hard

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June 25, 2008
Page 2

drive after he left Crump. As articulated in my letter of June 24, 2008, we are entitled to a copy of McGrath's hard drive as well as all responsive documents obtained from his hard drive after he left Crump. Please produce both McGrath's hard drive and the responsive documents immediately or we will file a motion to compel.

Again, because of the impending deadline for motions to compel and your firm's unavailability, please let me know by the close of business today whether you will be producing this information or whether you are agreeable to a mutual extension of time to file our respective motions to compel so that further meet and confer efforts can be made.

Very truly yours,

Kristen L. Williams
Kristen L. Williams

KLW/pb

CURIALE DELLAVERSON HIRSCHFELD &
KRAEMER, LLP

FACSIMILE TRANSMITTAL SHEET

DATE: June 25, 2008

To:	FAX No.:	PHONE No.:
Dylan B. Carp JACKSON LEWIS LLP	(415) 394-9401	(415) 394-9400

FROM: Kristen L. Williams	PHONE: (415) 835-9051
RE: Crump v. Michael P. McGrath and All Risks, LTD	

CLIENT/MATTER NUMBER: 60170.002

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FACSIMILE TRANSMITTAL SHEET

DATE: June 25, 2008

TO:
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FAX No.:
 (415) 394-9401

PHONE No.:
 (415) 394-9400

FROM: Kristen L. Williams **PHONE:** (415) 835-9051
Re: Crump v. Michael P. McGrath and All Risks, LTD

CLIENT/MATTER NUMBER: 60170.002

NUMBER OF PAGES WITH COVER PAGE: 3 **Originals Will Not Follow in Regular Mail**

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 (415) 835-8809 (415) 835-0443 RISKS-CRUMP - FAX TO DYLAN CARP.DOC

EXHIBIT Q



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	PHILADELPHIA, PA	
	PHOENIX, AZ	
	PITTSBURGH, PA	
	LAS VEGAS, NV	

June 25, 2008

VIA FACSIMILE

Kristen L. Williams, Esq.
 Curiale Dellaverson Hirschfeld & Kraemer, LLP
 727 Sansome Street
 San Francisco, CA 94111

Re: Crump Insurance Services, Inc. v. McGrath,
 N.D. Cal. Case No. C-07-4636 MMC

Dear Ms. Williams:

This responds to your fax dated June 24, 2008.

I. Plaintiff's responses to All Risks' RFP, Set Two.

We have not expressed any disagreement with how you intend to present evidence at trial, as you assert. Instead, we explained that the information you seek is not relevant to any claims or defenses in this case. My offer is still open to discuss any authority (or even any coherent argument) you have establishing that the information you seek is relevant, but as I previously told you I am out of the office from Thursday, June 26 until Monday, July 7.

II. Mr. Hargrove's testimony about McGrath.

You claim that "Mr. Hargrove testified that a copy of McGrath's hard drive was made and examined by Crump." I did not attend Mr. Hargrove's deposition, and I have not found any such testimony in his rough transcript, so please identify the page and line number where this testimony occurs.

K. Williams, Esq.
June 25, 2008
Page 2



Thank you in advance for your prompt attention to these matters.

Very truly yours,

JACKSON LEWIS LLP

Dylan B. Carp

DBC/BCS



Attorneys at Law

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FAX

To: Kristen Curiale aemerg : 415-835-9000
Company: Curiale
Fax: 415-834-
From: Dylan I *Sorry*
Sender: Bryana
Subject: Crump
Date: June 21
Client/Matter #: 12445
Pages: 3
Original: Will Follow X Will Not Follow

MESSAGE:

Please contact BRYANA SCHRODER (415-394-9400, Ext. 6312) if there are any problems with this transmission.

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EXHIBIT R



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June 25, 2008

VIA FACSIMILE

Kristen L. Williams, Esq.
Curiale Dellaverson Hirschfeld & Kraemer, LLP
727 Sansome Street
San Francisco, CA 9111

Re: Crump Insurance Services, Inc. v. McGrath,
N.D. Cal. Case No. C-07-4636 MMC

Dear Ms. Williams:

This responds to your fax received earlier today. Before we address your various points individually, please understand that *we have not withheld any responsive documents from production*, other than as identified in our privilege logs. Please also note that we have made a good faith effort to ascertain whether any additional responsive documents exist. We will serve amended responses indicating which categories, if any, did not contain any responsive documents.

I. Plaintiff's responses to All Risks' RFP, Set Two.

We understand this portion of your fax as a rejection of our offer to discuss these requests, which is the only way it can be understood.

II. Mr. Hargrove's testimony about McGrath.

You wrote, "As articulated in my letter of June 24, 2008, we are entitled to a copy of McGrath's hard drive as well as all responsive documents obtained from his hard drive after he left Crump."

Regarding your latter request, to the extent that any responsive documents have been obtained from McGrath's hard drive at Crump, they have been produced subject to Crump's privilege log, which was already served.

Regarding your former request, Crump did not image or copy McGrath's hard drive, so there is nothing to produce. On page 5 of your fax to me dated June 24, 2008, you claimed that "Mr. Hargrove testified that a copy of McGrath's hard drive was made and examined by Crump," and that All Risks "is entitled to McGrath's hard drive as Defendant's definition of computer in its Requests for Production includes 'computer records, and other data compilations from which information can be obtained or translated.'" In response to your fax, we asked you to identify the page and line number where this



K. Williams, Esq.
June 25, 2008
Page 2

alleged testimony occurs. We do not see anything in the pages and line numbers you cited in your fax of today that supports your claim. In any case, on page 172, you left off the portion of Mr. Hargrove's testimony where he states that he does not remember finding any responsive e-mails. (172:8-11.)

III. Lists created by Peter Scott.

You claim that "On Mr. Scott's second day of deposition, Mr. Scott testified that he had created the lists and provided them to his counsel." While you did not cite a page or line number, Mr. Scott did prepare a list at the direction of counsel in advance of the mediation in this case, which is clearly protected by the attorney-client privilege and the work product doctrine and therefore will not be produced.

If you would like to discuss any of these matters, Mark Askanas and I are reachable by e-mail and can check phone messages Thursday and Friday, and Mark will be in the office Monday and Tuesday.

Very truly yours,

JACKSON LEWIS LLP

A handwritten signature in black ink, appearing to read 'Dylan B. Carp'.

Dylan B. Carp

DBC/BCS

Representing Management Exclusively in Workplace Law and Related Litigation

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Attorneys at Law

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FAX

To: Kristen L. Williams, Esq.
Company: Curiale Dellaverson Hirschfeld & Kraemer
Fax: 415-834-0443 **Tel #:** 415-835-9000
From: Dylan B. Carp, Esq.
Sender: Bryana Schroder
Subject: Crump/McGrath
Date: June 25, 2008
Client/Matter #: 124452/1219
Pages: 3
Original: Will Follow X Will Not Follow

MESSAGE:

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